

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

UNITED STATES POSTAL SERVICE

and

**Cases 15-CA-150925
15-CA-151808**

**AMERICAN POSTAL WORKERS UNION,
AFL-CIO, NEW ORLEANS LOCAL 83**

and

15-CA-160098

**NATIONAL ASSOCIATION OF LETTER
CARRIERS, BRANCH 2730**

DECISION AND ORDER

Statement of the Cases

On October 19, 2017, the United States Postal Service (the Respondent), the American Postal Workers Union, AFL-CIO, New Orleans Local 83 (APWU Local 83), the National Association of Letter Carriers, Branch 2730 (NALC Branch 2730), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to Board approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.¹

¹ We note that the remedy to which the parties have agreed differs in some respects from previous broad orders that the Board has issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 345 NLRB 426 (2005), enfd. 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-017383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Courts of Appeals,

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

The United States Postal Service (the Respondent) provides postal services for the United States and operates various facilities throughout the United States in performing that function, including its facility located at 701 Loyola Avenue, New Orleans, Louisiana 70113 (Loyola facility); and its facility located at 406 Gretna Boulevard, Gretna, Louisiana 70053 (Gretna facility).

The Board has jurisdiction over the Respondent and this matter by virtue of Section 1209 of the Postal Reorganization Act (PRA), 39 U.S.C. § 101 et seq.

2. The labor organizations involved

The American Postal Workers Union, Local 83 (APWU Local 83) is a labor organization within the meaning of Section 2(5) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (Act) and acts as local agent of the exclusive bargaining representative and national union known as the American Postal Workers Union (APWU).

The National Association of Letter Carriers, Branch 2730 (NALC Branch 2730) is a labor organization within the meaning of Section 2(5) of the National Labor Relations Act, 29 U.S.C. § 151 et seq., and acts as local agent of the exclusive bargaining representative and national union known as the National Association of Letter Carriers (NALC).

3. The bargaining units

The following employees of the Respondent constitute a unit (NALC Unit) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All city letter carriers, excluding all managerial and supervisory personnel; professional employees; employees engaged in personnel work in other than a purely non-confidential clerical capacity; security guards as defined in Public Law 91-375, 1201(2); all Postal Inspection Service employees; employees in the supplemental work force as defined in Article 7 of the parties' collective bargaining agreement; rural letter carriers; mail handlers; maintenance

remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

employees; special delivery messengers; motor vehicle employees; and Postal clerks.

Since at least 1990, a more specific date currently unknown to the General Counsel, and at all material times, the Respondent has recognized NALC Branch 2730, as the agent of the National Association of Letter Carriers, AFL-CIO (NALC), the exclusive collective-bargaining representative of the NALC Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from January 10, 2013 to May 20, 2016.

The following employees of the Respondent constitute a unit (APWU Unit) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: Maintenance employees, motor vehicle employees, postal clerks, special delivery messengers, mail equipment shops employees, material distribution centers employees, and operating services and facilities services employees. Excluded: Managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), all postal inspection service employees, rural letter carriers, mail handlers, and letter carriers.

At all material times, the Respondent has recognized the APWU Local 83 as the agent of the American Postal Workers Union, AFL-CIO (National Union), the exclusive collective-bargaining representative of the APWU Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from May 15, 2015 to September 20, 2018.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, 701 Loyola Avenue, New Orleans, Louisiana 70113, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to bargain in good faith with the exclusive representative of its APWU Local 83-represented employees in a unit appropriate for collective bargaining by failing and refusing to furnish APWU Local 83, in a timely manner, information requested by APWU Local 83, which is relevant to and necessary for APWU Local 83's representation of the APWU Unit employees.

(b) Failing and refusing to bargain in good faith with the exclusive representative of its American Postal Workers Union, Local 83-represented employees in a unit appropriate for collective bargaining by failing and refusing to furnish APWU Local 83 information requested by APWU Local 83, which is relevant to and necessary for APWU Local 83's representation of the APWU Unit employees.

(c) In any like or related manner interfering with, restraining or coercing employees in the exercise of their rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Cease failing and refusing to bargain in good faith with the exclusive representative of its APWU Local 83-represented employees by informing, in writing, APWU Local 83 that the Respondent will timely provide it with relevant requested information in the future, and that APWU Local 83 may request relevant information from the Respondent.

(b) Conduct a prompt and diligent search for information requested by APWU Local 83, and timely provide APWU Local 83 with the requested information.

(c) Waive for 60 days following issuance of the Board's Order or the Employer providing the requested information, whichever is longest, any contractual deadlines for filing and pursuing grievances related to the requested information, where APWU and/or APWU Local 83 missed those deadlines due to the Respondent's delay in providing the information and/or not informing APWU or APWU Local 83 the information does not exist.

(d) Upon request, bargain collectively with APWU Local 83 as the exclusive representative of all its APWU Unit employees, with respect to rates of pay, wages, hours of employment and other conditions of employment, and if an understanding is reached, reduce it to writing and sign it.

(e) Preserve, and within 14 days of request, make available to the Board or its agents for examination and copying, all records necessary to determine the Respondent has complied with the terms of this Order.

(f) Within 14 days of service by the Region, post at its 701 Loyola Avenue, New Orleans, Louisiana 70113 facility, copies of the attached notice marked "Appendix A." Copies of the notice, on forms provided by Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take

reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current and former employees employed by the Respondent at the closed facility at any time since August 23, 2013.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, 406 Gretna Boulevard, Gretna, Louisiana 70053, its officers, agents, successors, and assigns, shall

3. Cease and desist from

(a) Failing and refusing to bargain in good faith with the exclusive representative of its NALC Branch 2730-represented employees in a unit appropriate for collective bargaining by failing and refusing to furnish NALC Branch 2730, in a timely manner, information requested by NALC Branch 2730, which is relevant to and necessary for NALC Branch 2730's representation of the NALC Unit employees.

(b) Failing and refusing to bargain in good faith with the exclusive representative of its NALC Branch 2730-represented employees in a unit appropriate for collective bargaining by failing and refusing to furnish NALC Branch 2730 information requested by NALC Branch 2730 which is relevant to and necessary for NALC Branch 2730's representation of the NALC Unit employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed by Section 7 of the Act.

4. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Cease failing and refusing to bargain in good faith with the exclusive representative of its NALC Branch 2730-represented employees by informing, in writing, NALC Branch 2730 that the Respondent will timely provide it with relevant requested information in the future, and that NALC Branch 2730 may request relevant information from the Respondent.

(b) Conduct a prompt and diligent search for information requested by NALC Branch 2730, and timely provide NALC Branch 2730 with the requested information.

(c) Waive, for 60 days following issuance of the Board's Order or the Employer providing the requested information, whichever is longest, any contractual deadlines for filing and pursuing grievances related to the requested information, where NALC and/or NALC Branch 2730 missed those deadlines due to the Respondent's delay in providing the information and/or not informing NALC or NALC Branch 2730 the information does not exist.

(d) Upon request, bargain collectively with NALC Branch 2730 as the exclusive representative of all its NALC Unit employees, with respect to rates of pay, wages, hours of employment and other conditions of employment, and if an understanding is reached, reduce it to writing and sign it.

(e) Preserve, and within 14 days of request, make available to the Board or its agents for examination and copying, all records necessary to determine the Respondent has complied with the terms of this Order.

(f) Within 14 days of service by the Region, post at its 406 Gretna Boulevard, Gretna, Louisiana 70053 facility, copies of the attached notice marked "Appendix B." Copies of the notice, on forms provided by Region 15, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current and former employees employed by the Respondent at the closed facility at any time since August 23, 2013.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., April 17, 2018.

Mark Gaston Pearce, Member

Lauren McFerran, Member

William J. Emanuel, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose a representative to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

The American Postal Workers Union, AFL-CIO (National Union) is the employees' representative in dealing with us regarding wages, hours, and other working conditions of the employees in the following unit (Unit):

Included: Maintenance employees, motor vehicle employees, postal clerks, special delivery messengers, mail equipment shops employees, material distribution centers employees, and operating services and facilities services employees. Excluded: Managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), all postal inspection service employees, rural letter carriers, mail handlers, and letter carriers.

WE WILL NOT, upon request, refuse to bargain in good faith with American Postal Workers Union, AFL-CIO, New Orleans Local 83 (APWU Local 83) as the National Union's designated agent for administering the collective-bargaining agreement at the Employer's facility located at 701 Loyola Avenue, New Orleans, Louisiana (Loyola facility).

WE WILL NOT refuse to provide APWU Local 83 with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT unreasonably delay in providing APWU Local 83 with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT unreasonably delay in responding to APWU Local 83 with regard to requested information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT fail to respond to APWU Local 83 with regard to requested information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT delay in diligently searching for information requested by APWU Local 83 that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed to you by Section 7 of the Act.

WE WILL, upon request, bargain in good faith with the APWU Local 83 as the National Union's agent for administering the collective-bargaining agreement at the Loyola facility.

WE WILL, within 14 days of the posting of this notice, provide APWU Local 83 with the information it requested, if we have not already done so, as alleged in the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued September 27, 2016, which information is relevant and reasonably necessary for APWU Local 83 to administer the collective-bargaining agreement and to process pending grievances.

WE WILL, in a timely manner, notify APWU Local 83 that requested information is not available because it does not exist or that we need an extension of time to gather requested information that is relevant and necessary for it to perform its duties as the National Union's agent.

WE WILL waive, for 60 days following issuance of the Board's Order or our providing the requested information, whichever is longest, any contractual deadlines for filing and pursuing grievances related to the requested information, where the National Union or APWU Local 83 missed those deadlines due to our failure to provide or delay in providing the requested information and/or informing the National Union or APWU Local 83 that the information does not exist.

WE WILL, in a timely manner, diligently search for information requested by APWU Local 83 that is relevant and necessary for it to perform its duties as the National Union's agent.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlr.gov/case/15-CA-150925 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



APPENDIX B

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose a representative to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

The National Association of Letter Carriers (National Union) is the employees' representative in dealing with us regarding wages, hours, and other working conditions of the employees in the following unit (Unit):

All city letter carriers, excluding all managerial and supervisory personnel; professional employees; employees engaged in personnel work in other than a purely non-confidential clerical capacity; security guards as defined in Public Law 91-375, 1201(2); all Postal Inspection Service employees; employees in the supplemental work force as defined in Article 7 of the parties' collective bargaining agreement; rural letter carriers; mail handlers; maintenance employees; special delivery messengers; motor vehicle employees; and Postal clerks.

WE WILL NOT, upon request, refuse to bargain in good faith with the National Association of Letter Carriers, Branch 2730 (NALC, Branch 2370) as the National Union's designated agent for administering the collective-bargaining agreement at the Employer's facility located at 406 Gretna Boulevard, Gretna, Louisiana (Gretna facility).

WE WILL NOT refuse to provide NALC, Branch 2370 with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT unreasonably delay in providing NALC, Branch 2370 with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT unreasonably delay in responding to NALC, Branch 2370 with regard to requested information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT delay in diligently searching for information requested by NALC, Branch 2370 that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed to you by Section 7 of the Act.

WE WILL, upon request, bargain in good faith with NALC, Branch 2370 as agent for administering the collective-bargaining agreement at the Gretna facility.

WE WILL, in a timely manner, notify NALC, Branch 2370 that requested information is not available because it does not exist or that we need an extension of time to gather requested information that is relevant and necessary for it to perform its duties as the National Union's agent.

WE WILL, in a timely manner, diligently search for information requested by NALC, Branch 2370 that is relevant and necessary for it to perform its duties as the National Union's agent.

UNITED STATES POSTAL SERVICE

The Board's decision can be found at www.nlrb.gov/case/15-CA-150925 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

